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DATE: August 31, 1992  
CASE NOS. 92-ERA-0023  
92-ERA-0024

DEWEY RAY SMITH

and

MICHAEL A. SMITH,

COMPLAINANTS,

v.

TENNESSEE VALLEY AUTHORITY,

RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

ORDER APPROVING SETTLEMENTS AND  
DISMISSING COMPLAINTS WITH PREJUDICE

These cases arise under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988), and were consolidated for hearing by Order of the District Chief Administrative Law Judge on May 14, 1992. The parties submitted a Joint Motion for Dismissal with an attached Memorandum of Understanding and Agreement, dated June 24, 1992, indicating that Complainant Dewey Ray Smith agreed to a settlement of his complaint against the Tennessee Valley Authority (TVA) (Exhibit 1), and a Memorandum of Understanding and Agreement, dated June 24, 1992, indicating that Complainant Michael A. Smith agreed to a settlement of his complaint against the TVA (Exhibit 2). The parties jointly requested dismissal of the complaints with prejudice. Because this request for dismissal is based on settlement agreements entered into by the parties, I must review the agreements to determine whether the terms are a fair, adequate, and reasonable settlement of the complaints. 42 U.S.C. § 5851(b)(2)(A); *Macktal v. Secretary of*

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*Labor*, 923 F.2d 1150, 1153-54 (5th Cir. 1991); *Thompson v. United States Department of Labor*, 885 F.2d 551, 556 (9th Cir. 1989); *Fuchko and Yunker v. Georgia Power Co.*, Case

Nos. 89-ERA-9, 89-ERA-10, Sec. Order, Mar. 23, 1989, slip op. at 1-2.

These settlement agreements may encompass matters arising under various laws only one of which is the ERA. As my authority over settlement agreements is limited to such statutes as are within my jurisdiction and is defined by the applicable statute, see *Goese v. Ebasco Services, Inc.*, Case No. 88-ERA-25, Sec. Order Approving Settlement and Dismissing Case, Dec. 8, 1988; *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, and cases cited therein, I have limited my review to determining whether the terms of the agreements are fair, adequate, and reasonable to settle Complainants' allegations that Respondent violated the ERA.

Upon review of the terms of the agreements and the record in these cases, I find that the agreements are fair, adequate and reasonable, and therefore, I approve the agreements. [1] Accordingly, these cases are DISMISSED with prejudice, as requested in the Joint Motion for Dismissal.

SO ORDERED.

LYNN MARTIN  
Secretary of Labor

Washington, D.C.

OAA:CHIGGINS:kmp:February 20, 1996  
S-4309:523-9728

[ENDNOTES]

[1] Paragraph 11 of the agreement concerning Complainant Dewey Ray Smith provides for confidentiality of the terms of Complainant's awards, except for family, attorneys, tax or financial advisers, and as required by legal process. Paragraph 10 of the agreement concerning Complainant Michael A. Smith contains an identical provision. I note that the parties' submissions become part of the record in the case and that the Freedom of Information Act, 5 U.S.C. § 552 (1988), requires federal agencies to disclose requested records unless they are exempt from disclosure under the Act. See *Hamka v. Detroit Edison Co.*, Case No. 88-ERA-26, Sec. Order to Submit Attachments, Dec. 9, 1991, slip op. at 2, n.1.